

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-10-D-6124		2. DELIVERY ORDER NO. N6339417F3002		3. EFFECTIVE DATE 2017 Jul 14		4. PURCH REQUEST NO. 1300655523		5. PRIORITY Unrated							
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307 Mari B Beckler/022 575-678-1158				CODE N63394		7. ADMINISTERED BY DCMA LOS ANGELES 16111 Plummer Street, Building 10, 2nd Floor North Hills CA 91343-2036		CODE S0512A							
						SCD: C		8. DELIVERY FOB							
								DEST NATION							
								OTHER							
								(See Schedule if other)							
9. CONTRACTOR JSL Technologies, Inc. 1701 Pacific Avenue, Suite 270 Oxnard CA 93033				CODE S6L11		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule							
								11. X IF BUSINESS IS							
								X SMALL							
								X SMALL DISADVANTAGED							
						12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		WOMEN-OWNED							
						13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381		CODE HQ0339							
								MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.							
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
		PURCHASE				Reference your _____ furnish the following on terms specified herein.									
						ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MOD FIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
JSL Technologies, Inc. (b) (6)															
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)						
If this box is marked, supplier must sign Acceptance and return the following number of copies:															
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule															
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT			
		See Schedule													
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						24. UNITED STATES OF AMERICA						25. TOTAL		\$5,599,957.33	
						BY: /s/Nelson F Nailat						26. D FFERENCES			
						07/14/2017 CONTRACT NG/ORDERING OFFICER									
27a. QUANTITY N COLUMN 20 HAS BEEN															
INSPECTED		RECEIVED				ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE							
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS					
						PARTIAL		32. PAID BY		33. AMOUNT VERIF ED CORRECT FOR					
f. TELEPHONE		g. E-MAIL ADDRESS				F NAL						34. CHECK NUMBER			
36. I CERT FY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE						35. B LL OF LADING NO.			
a. DATE		b. SIGNATURE AND TITLE OF CERT FYING OFFICER				PARTIAL									
						FULL									
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.					

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GENERAL INFORMATION

This Cost-Plus-Fixed-Fee Task Order is awarded to:

Mac Name: JSL Technologies, Inc.

Mac Contract Number: N00178-10-D-6124

POC Name: (b) (4)

Title: President/CEO

POC Email: (b) (4)

State: CA

Address: 1701 Pacific Avenue, Suite 270

City: Oxnard

State: CA

ZIP: 93033

Business Type: Small Business Concerns

Business Type: Veteran-Owned Small Business Concerns

Business Type: Small Disadvantaged Business Concerns

Business Type: 8(a) Program

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	Provide Engineering and Technical Support Services to the Land & Sea Test Department, White Sands Detachment of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work. Base Year. See Note (A). (Fund Type - TBD)	63168.0	LH	(b) (4)	(b) (4)	(b) (4)
700001	R425	Incremental Funding PR No. 1300655523 (O&MN,N)					
7075	R425	Data/Tech Data Requirements. CLIN(s) 7000, 9000 and 9025 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7000. Base Year. NOT SEPARATELY PRICED (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
7100	R425	Provide Engineering and Technical Support Services to the Land & Sea Test Department, White Sands Detachment of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work. Option Year 1. See Note (A) & (B). (RDT&E) Option	90240.0	LH	(b) (4)	(b) (4)	(b) (4)
7175	R425	Data/Tech Data Requirements. CLIN(s) 7100, 9100 and 9125 in accordance with the Statement of Work (SOW). The Government shall	1.0	LO	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7100. Option Year 1. NOT SEPARATELY PRICED (RDT&E)					
		Option					
7200	R425	Provide Engineering and Technical Support Services to the Land & Sea Test Department, White Sands Detachment of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work. Option Year 2. See Note (A) & (B). (RDT&E)	110544.0	LH	(b) (4)	(b) (4)	(b) (4)
		Option					
7275	R425	Data/Tech Data Requirements. CLIN(s) 7200, 9200 and 9225 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7000. Option Year 2. NOT SEPARATELY PRICED (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
		Option					
7300	R425	Provide Engineering and Technical Support Services to the Land & Sea Test Department,	133104.0	LH	(b) (4)	(b) (4)	(b) (4)

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		White Sands Detachment of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work. Option Year 3. See Note (A) & (B). (RDT&E) Option					
7375	R425	Data/Tech Data Requirements. CLIN(s) 7300, 9300 and 9325 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/cost for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7000. Option Year 3. NOT SEPARATELY PRICED (RDT&E) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7400	R425	Provide Engineering and Technical Support Services to the Land & Sea Test Department, White Sands Detachment of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD) in accordance with Section C - Statement of Work. Option Year 4. See Note (A) & (B). (RDT&E) Option	144384.0	LH	(b) (4)	(b) (4)	(b) (4)
7475	R425	Data/Tech Data Requirements. CLIN(s) 7400, 9400 and 9425 in accordance with the Statement of Work (SOW). The Government shall have unlimited rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. The price/cost for all data/tech data generated by	1.0	LO	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		the contractor directly or indirectly in its performance of this procurement effort is included in the price/cost paid by the Government under CLIN 7000. Option Year 4. NOT SEPARATELY PRICED (RDT&E)					
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODCs - Travel in support of CLIN 7000. Base Year. See Note (C). (Fund Type - TBD)	1.0	LO	\$781,982.38
900001	R425	Incremental Funding PR No. 1300655523 (O&MN,N)			
9025	R425	ODCs - Material in support of CLIN 7000. Base Year. See Note (C). (Fund Type - TBD)	1.0	LO	\$1,526,221.66
902501	R425	Incremental Funding PR No. 1300655523 (O&MN,N)			
9100	R425	ODCs - Travel in support of CLIN 7100. Option Year 1. See Note (B) & (C). (RDT&E)	1.0	LO	\$805,441.76
		Option			
9125	R425	ODCs - Material in support of CLIN 7100. Option Year 1. See Note (B) & (C). (RDT&E)	1.0	LO	\$1,572,008.31
		Option			
9200	R425	ODCs - Travel in support of CLIN 7200. Option Year 2. See Note (B) & (C). (RDT&E)	1.0	LO	\$829,604.93
		Option			
9225	R425	ODCs - Material in support of CLIN 7200. Option Year 2. See Note (B) & (C). (RDT&E)	1.0	LO	\$1,619,168.56
		Option			
9300	R425	ODCs - Travel in support of CLIN 7300. Option Year 3. See Note (B) & (C). (RDT&E)	1.0	LO	\$854,493.61
		Option			
9325	R425	ODCs - Material in support of CLIN 7300. Option Year 3. See Note (B) & (C). (RDT&E)	1.0	LO	\$1,667,743.84
		Option			
9400	R425	ODCs - Travel in support of CLIN 7400. Option Year 4. See Note (B) & (C). (RDT&E)	1.0	LO	\$880,128.42
		Option			
9425	R425	ODCs - Material in support of CLIN 7400. Option Year 4. See Note (B) & (C). (RDT&E)	1.0	LO	\$1,717,775.57

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			

NOTES

APPLICABLE CLIN(S)

NOTE For Labor items, Offerors shall propose man-hours mandated in Section L to perform requirements of the

A Statement of Work (SOW) provided for the period of performance in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The LOE is: Base Period: 63,168 Option Period One: 90,240 Option Period Two: 110,544 Option Period Three: 133,104 Option Period Four: 144,384 with mandatory mix in Section L.

7000, 7100, 7200,
7300, 7400

NOTE

B Option Item to which the Option clause in Section I applies and which is to be supplied only if and to the extend the said option is exercised.

7100, 7200, 7300,
7400, 9100, 9125,
9200, 9225, 9300,
9325, 9400, 9425

NOTE

C Travel and Material CLINS are Cost Only.

9000, 9025, 9100,
9125, 9200, 9225,
9300, 9325, 9400,
9425

The Price Adjustment Calculation Tool (PACT) must be used to request all price adjustments based on Department of Labor Wage Determination changes. PACT is an automated method of accurately calculating SCA price adjustments that is specifically designed to streamline the price adjustment process and timeline. It consists of a format for contractors to submit their price adjustment proposals in the Contractor Submission Format (CSF)) and a Government component that calculates and helps contract specialists to analyze the proposal for accuracy, allowability and consistency. The PACT can be found at <http://www.wdol.gov/pact/intro.aspx>

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and

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the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

NOTE: Fee paid is based on total fee dollars divided by the total man-hours to be provided.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)

(Applicable to CLINs 9000, 9100, 9200, 9300, and 9400)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly

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authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire task order is cost type.

CLINs 7000 - 7475 are Cost Plus Fixed Fee.

CLINs 9000 - 9425 are Cost Only.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK ENGINEERING AND TECHNICAL SUPPORT SERVICES NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION WHITE SANDS DETACHMENT

1. INTRODUCTION AND BACKGROUND

This procurement provides Engineering and Technical Support services for Land and Sea Test Department of the Naval Surface Warfare Center, Port Hueneme Division, Detachment White Sands (NSWC DET WS) located at White Sands Missile Range (WSMR), New Mexico. NSWC DET WS is responsible for conducting weapons Test and Evaluation (T&E) operations. Responsibility under this Statement of Work (SOW) applies to operations conducted at WSMR and other selected test ranges in both continental United States and outside continental United States (CONUS and OCONUS). Typical Navy weapons programs undergoing T&E include (but are not limited to):

- STANDARD Missile 2, 3 and 6;
- MK-41 Vertical Launching Systems;
- Long Range Anti Ship Missile
- Naval Integrated Fire Control Counter Air
- Air And Missile Defense Radar (AMDR)
- Rolling Airframe Missile (RAM);
- Evolved Sea Sparrow Missile (ESSM); Anti-Submarine Rocket (ASROC);
- Navy Gun/Ammunition Technology;
- Aegis Readiness Assessment Vehicle (ARAV)
- Air Operations, Sub-orbital Missions, and
- Missile Defense Agency sponsored testing, research and development activity conducted by partnership with other government agencies (OGA).

2. SCOPE

The contractor shall provide engineering and technical support services to NSWC DET WS of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. The procurement pertains to site specific, related systems, and equipment described in this SOW. Sites, systems and equipment are under continuing maintenance, detailed change,

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modification, refurbishment, and upgrade to meet weapon test objectives, requirements, and scenarios. The contractor is required to provide engineering and technical support in the planning, maintenance, preparation, execution, launch operations and post-test phases as delineated further within this document.

Sites:

For support effort required under procurement, the following test sites are expected. These will include: WSMR Navy Headquarters (N-103), the Desert Ship Launch Complexes (LC-35 West/East and North), Missile Assembly Facility (MAF N-300), Targets and Target areas (LC-32, Rhodes Canyon, Pony Site, SULF Site, WSMR G10,G15,G20,G25, L-649, Denver, Rhodes and Pup Weapons Impact Test (WIT areas), Navy Gun System Test Sites (Pony Site, Vandal and Arthur Site, LC-35 East), Salinas Peak Radar Site Mk-74, WC-50 and various other WSMR areas for weapons, gun, target and emitter support. The balance of the White Sands' centered work will encompass the areas frequented by legacy testing over the 4000 square miles of WSMR. On occasion the use of off-range but geographically significant locations will be considered for future tests to include Ft. Wingate, NM, McGregor Range TX, Ft. Bliss TX; and the Northern Extension area. The specific premise of the local support shall be those areas within 300 miles of White Sands Missile Range, NM Main Post Area encompassing local bases and shared utilization of primary test range locations.

Scheduling:

For Weapons test events, the Firing Coordination Team's (FCT) primary objective is to obtain internal NSWC DET WS schedules, WSMR execution schedules and formulate individual Test Plans to indicate specific times and locations where support is required. Roadblocks, evacuations and real time changes are routine. The contractor will be provided schedule changes and accommodation as real-time changes occur and shall adjust work schedule to accommodate changes. Contractor regular work schedule shall match the Government's work force scheduled working hours. Overtime or shift change is often required to support dress rehearsals, test schedules, certification, emergency maintenance and launches. **Authorization of overtime will be accomplished via Technical Instruction.** Work start and end time will be adjusted for those occasions requiring schedule shifts to accommodate and work Range safety roadblocks and external mission variability to accomplish specific mission requirements. All adjustments will be coordinated with the Contracting Officer's Representative.

Missions will be conducted in both CONUS and OCONUS. Contractor Services will be necessary to support the missions and will provide engineering and technical support services necessary for the continuing design, development, operation, maintenance, integration, test and evaluation conducted at the Desert Ship, Missile Assembly Facility (MAF) and other test locations.

Tests will be requested by customer base, Program Offices and a series of Department of Defense and sanctioned users from other government agencies via onsite government representatives. On occasion there may be work for private industry/party (WPP) but this is anticipated to not exceed 5% of total workload. On the occasion that WPP may be requested for support, the

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contractor may be required to enter into non-disclosure agreements as a function of Government acceptance of the workload.

The following general task descriptions and areas are the basis for services required:

2.1 EQUIPMENT OPERATION AND MAINTENANCE

2.1.1 The contractor shall collect, verify and document the results of all Live Fires, Captive Flight Tests, operability tests, readiness tests, and other tests in support of Firing Coordination Team schedules, Range Schedules, live fire events and Test Plans. The contractor shall operate, upgrade existing equipment and purchase, install and integrate new equipment instrumentation as needed for the variety of tests. This involves the coordination of sponsors and government agencies to gather the required detail supporting the generation of requirements and insure accurate documentation of test objectives.

2.1.2 Specific positions may be required to occasionally travel 10-30% of a productive individual year in support of Test Documentation.

2.1.3 The contractor is responsible for the operation and maintenance of the installed equipment in support of missions executed from (but are not limited to) LC-35W, LC-35E and LC-35N as relates to Navy Surface Weapons testing.

2.1.4 The contractor is responsible for the operation and maintenance of the installed and portable equipment located for support of Sub-Orbital Rocket Missions.

2.1.5 The contractor is responsible for the operation and maintenance of the installed equipment located at Navy building N-99 Payload processing and assembly, San Nicholas Island pad and control facilities, Pacific Missile Range pad and control Facilities, Wallops Flight Facility, SULF Site north WSMR, 300K Environmental Test Site, Missile Assembly Building N-300, Missile Assemble Buildings N-220, N-214 and MAB-11, N-100E/W. On occasion and under specific Technical Instruction possible OCONUS locations will be considered as workload arises. Material procurement for the repair/obsolescence and replacement will be required over duration of contract. Travel will be required for support of this task. CDRL A028 shall apply.

2.2 DOCUMENTATION AND CONFIGURATION MANAGEMENT

2.2.1 Documentation and configuration management will be required in support of this task order. Mission areas that will require support under this task include (but are not limited to); Desert Ship and associated equipment, Missile Assembly Facilities, Flight vehicles in support of the Missile Defense Agency, suborbital science and basic research missions. There will be multiple areas and systems requiring similar documentation. This documentation includes facility drawings, equipment schematics, parts lists, one function drawings, interface drawings, and cabling drawings. Additionally, for items built in support of overall firing missions, the contractor shall create and maintain a database to track the pedigree of component parts and the origin of the parts to the a 3rd party level. Specific attention of documentation and configuration control on critical electronics and high stress parts shall be emphasized. The contractor shall

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identify the critical parts. CDRLs A001 and A009 apply.

2.2.2 Configuration Control Board.

2.2.2.1 Contractor shall prepare and provide Engineering Change Proposals (ECP), Software Trouble and Change Reports (STCR) and Equipment Trouble and Replacement Reports (ETRR). For further details, refer to the applicable documents section, Configuration Management Plan for Desert Ship Combat System. CDRLs A002, A003 and A004 shall apply.

2.2.2.2 NSWC DET WS shall approve all ECPs/STCRs/ETRRs prior to implementing any configuration change. ECP/STCR documentation includes purpose, configuration details, schedule, verification requirements, and documentation change requirements. ECP's are required for both temporary and permanent changes. Temporary changes will specify conditions for removal. The ECP is not complete until the change is implemented; tested and all associated documentation has been submitted and approved. Data products shall be delivered in accordance with Configuration Management Plan for Desert Ship Combat System. CDRLs A002, A003 and A004 shall apply.

2.2.2.3 For systems and configuration documented outside of Desert Ship Combat System(s), the contractor shall provide a basic ECP, Non-conformance change (NCC) and repair order request (ROR), and Corrective Action Plan (CAP) as appropriate to define the action required. CDRL A002, A005, A006 and A007 shall apply.

2.2.2.4 NSWC PHD WS will provide a decision matrix attached to a Technical Instruction (TI) describing the path for basic system changes for non-combat systems modifications.

2.2.2.5 The contractor shall maintain the master documentation for the System Under Test (SUT) IAW Configuration Management Plan for Desert Ship Combat System.

2.2.2.6 A database shall be maintained with all documentation in accordance with the IAW Configuration Management Plan for Desert Ship Combat System.

2.2.2.7 Meeting minutes shall be written after each Configuration Control Board (CCB) meeting and kept on file for 10 years. These minutes will be published and transmitted to all members within 5 working days of the meeting. CDRL A029 shall apply.

2.3 DOCUMENTATION

2.3.1 Contractor shall maintain a plan to address of counterfeit parts, conformance with configuration and planned obsolescence issues.

2.3.2 Drawings shall be in standardized International Graphics Exchange Format (IGES) format and compatible with Computer Aided Design (CAD) as step file formats when appropriate for fabrication software and equipment. Drawing media include hard copy and permanent computer media DVD's or CD's .

2.3.3 Drawings shall be independently verified against actual configurations. The contractor

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shall correct, or otherwise resolve, all discrepancies found in the master set of drawings.

2.3.4 The contractor shall catalog and bind all drawings as well as provide a soft drawing in AutoCAD™ for all drawings; compiled accumulation of drawings in AutoCAD format shall be provided on a yearly basis two weeks prior to the end of the contract year. For parts to be manufactured, the SolidWorks™ graphics program shall be used with extensions allowing for assessment of parts using Finite Element Analysis and motion simulation of interactions of assemblies. The contractor shall inventory all drawings on an annual basis and submit this inventory to NSWC DET WS two weeks from the end of the contract year. CDRL A008 shall apply.

2.3.5 The contractor shall operate and maintain licensed copies of AutoCAD/ SolidWorks™ software and host equipment for the production and maintenance of all drawings. Drawings shall be based on the current versions of licensed software supported and procured under this contract. The contractor shall insure the ability to produce a copy with a licensed version. New drawings shall be produced with the current supported version of software.

2.3.6 The contractor shall maintain and update four copies of the master drawing set. Contractor drawings shall utilize a NSWC DET WS approved title block. No Contractor logos shall appear on drawings.

2.3.7 A compact disc (CD/DVD) of wiring diagram/interface control documents drawings and any updates to existing drawings shall be delivered to the Contracting Officer's Representative (COR) on a yearly basis. All media used for the long term storage of drawing sets and archival material shall be approved by the Government prior to implementation by technical instruction. CDRLs A001 and A008 shall apply.

2.3.8 All media shall be properly marked and contain the derivative classification requirements per SECNAV M-5510.36 and NSWC PHDINST 5510.4B. Distribution statements shall accompany all media pages and shall be marked Distribution Statement F with appropriate details requiring explicit release permission by NSWC DET WS.

2.3.9 Contractor shall maintain a vendor supply library of all commercial Off the Shelf (COTS) and vendor supplied equipment. This shall include technical manuals, application sheets, current software versions, release numbers, statements of volatility, data sheets and operation and maintenance manuals and origination pedigree.

2.3.10 Contractor shall prepare and maintain all unique maintenance materials and documentation such as Maintenance Requirements Cards (MRC), and equipment Light-Off Procedures. Additionally setup routines required by critical function equipment - (examples follow) telemetry ground stations, basic functional checks for Mk-41, Mk-99, Mk-74 Mod14,15's, Desert Ship Support System (DSSS), Remote Operations System Network, Telemetry Data Acquisition System (TDAS), Remote Payload Ground Support Equipment (GSE) (RPG), Critical Communications Panels, Real Time Data / Display System (RTDS), security monitor and display system, Aegis Link Antenna System, etc. shall all be procedurally controlled and available. NSWC Det. WS will provide a current baseline of each system either

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by training or direct procedure to allow for contractor to incorporate a standing documentation set for the controlled operation of the system in question.

2.3.11 The contractor shall maintain and keep up to-date an accurate maintenance and life cycle plan. The Integrated Logistic Support Plan (ILSP) shall ensure accurate maintenance and identification of criticality of spares. A yearly edition of the ILSP shall be delivered and recommendations made as to sparing and maintenance by replacement within 11 months of Contract award and every 12 months from the first delivery date. Particular attention shall be directed towards anticipating obsolescence and or vendor support end-of-life notices. The ILSP shall have a section added that lists all maintenance repair costs and/or replacement costs for any maintenance performed during the year. The required end result is a document providing a history that can be used to determine annual maintenance costs and critical items usage. CDRL A009 shall apply.

2.4 SOFTWARE DEVELOPMENT, INSTALLATION, INTEGRATION, UPGRADES, AND TESTING.

2.4.1 Contractor shall code, compile, verify, validate, and maintain software, firmware, auxiliary, utility and diagnostic programs for Desert Ship systems and/or other test sites. For all software developed in support of NSWC DET WS spiral baselines for ACB-12, ACB-16 and other combat systems installed at WSMR LC-35 location, will include the Desert Ship support system (DSSS), remote operation systems network (ROSN), test support network (TSN), data distribution interfaces and automatic data processing systems in support of installed equipment. This will include use of non-standard sensors, other DOD service systems and occasional tests with new weapons systems. Software Development tasking will be delineated from core contract support by use of a specific Technical Instruction on a case by case basis.

2.4.2 All support will be delineated by Technical Instruction on a case by case basis and will include travel.

2.4.3 Validation of programs will be accomplished by the contractor.

2.4.4 Changes required for the above programs shall be completed by the contractor in compliance as described in Desert Ship Configuration Management Plan.

2.4.5 The contract shall perform all level I through IV testing on the development suite of equipment and software before transferring to the system under test equipment. A test plan shall be written and approved by the CCB for all level (IV through VI) testing to validate software, hardware, firmware or configuration modifications proposed. CDRL A010 shall apply.

2.4.6 The contractor shall correct, or otherwise resolve, all discrepancies uncovered through testing and provide detailed test plans for verifying these changes. The contractor shall submit corrected versions of the Desert Ship Support System (DSSS) or other test site programs for continued system testing. This is an iterative process which is continued until all program errors are corrected or otherwise resolved. Because Mission Readiness Assessments (MRA) is schedule and manpower intensive, it is imperative that good engineering discipline is used to

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ensure changes are kept to a minimum. The MRA process shall be provided through NSWC DET WS and constitutes final acceptance of the program. CDRLs A011 and A012 shall apply.

2.4.7 The software developed shall be maintained by a strict version control and limit changes to software once a specific version is mature enough to assess as significantly functional. 'Functional' for this purpose is described as properly loading, initializing interfaced equipment and allowing majority of functions to exercise major interfaced system operation.

2.4.8 Once basic function is established, System Operability Tests (SOTs), repeated tests, simulations and dry runs through simulated engagement shall be scheduled until such time as software is certified. Typically timeline for a baseline upgrade to software the government is expecting a 6-12 month period during which the development is written, debugged, exercised and certified. On occasion and consistent with selected system development, occasional travel will be required.

2.4.9 The contractor shall prepare and provide a Program Description Document, a Capabilities document, and a users' manual for computer programs developed as part of this contract. The Program Description Document describes computer/software program operation and function in sufficient detail to interpret and verify source code. This document applies to operational support, auxiliary, utility, and diagnostic programs for all DSSS and/or other test sites. This document can be generated concurrent with program coding. CDRLs A013 and A014 shall apply.

2.4.10 Capabilities document and users' manual also apply to the DSSS and shall be in enough detail to allow a non-prime contractor to operate a system function. The contractor shall provide training overview for incoming operators on equipment systems and operational programs currently operating at Desert Ship and related sites, estimated at a maximum of six new operators per year and three different pieces of equipment per operator.

2.4.11 The contractor shall deliver all computer programs developed under this contract. Computer programs are defined as the source code and executable code, which is fully functional and verified in the host environment. Source code and executable code must be maintained on permanent media such as CD/DVD ROM/media drive and must be compatible with system equipment. A backup of the final (or most recent) version of all computer programs is required. Computer programs shall include operational programs, operational programs support, and data reduction, auxiliary, utility, and diagnostic programs. All source programs shall be coded in software approved by the CCB, and contractor shall maintain the current Software License of any active program software. CDRL A015 shall apply.

2.5 EQUIPMENT DESIGN, FABRICATION, INSTALLATION, INTEGRATION, TESTING AND MAINTENANCE.

2.5.1 The Contractor shall design and fabricate new equipment, interfaces, networks and other items to support the mission of NSWC DET WS.

2.5.2 All support will be delineated by Technical Instruction on a case by case basis and will

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include travel.

2.5.3 Contractor shall provide recommendations for equipment configuration changes required to meet future requirements. Equipment recommendations shall include a survey of tactical and commercial equipment. Recommendations for contractor in-house design and fabrication of equipment shall be accompanied by a written justification, drawings and Engineering analysis addressing alternatives, schedule and cost. This applies to new or emergent installations and shall be preceded by a minimum of 1 technical exchange meeting detailing the Government requestor requirements. This shall be followed by a 30 day period to allow for identification of solution based approaches and technical rationale generation. Formal presentation shall be to Government lead systems engineer and subject matter team. Data products shall be delivered in accordance with CDRL A016 of the basic contract.

2.5.4 The Contractor shall be responsible for installation, integration, writing test plans, validation testing, and documentation of procured and fabricated equipment. .

2.5.5 The contractor shall install, integrate and test new, replacement and modified equipment based on mission and test requirements as determined by NSWC DET WS. This tasking supports the installation of new launch systems and capabilities necessary to meet the mission requirements.

2.5.6 The contractor shall plan the installation, prepare the installation site, and coordinate all activity with the government leading such activity for the installation of new system equipment. .

2.5.7 The contractor shall be responsible for informing and ensuring these tests set equipment and tools are calibrated properly within tolerances per recommended manufacturing specifications and before test conduct. Contractor will be notified in advance of special equipment necessary to perform task. (Lift beams, ordnance handling or material handling equipment example) and directed explicitly as emergent installations become directed by Technical Instruction (TI). All work directed under an accompanying TI will be validated against the factory /COTS specifications for the installed equipment for proper operation and functionally validated for failure modes, causes and effects (FMCE) that are likely to occur through operation. Functional testing shall be based on an installation checkout and verification plan demonstrating an adequate system operation before formal acceptance is authorized and be accompanied by a TI which will be provided to clearly delineate requirements on a case by case basis.

2.5.8 The required cycle/system operation time will be traceable to System Operability Tests (SOTS), Integrated Range Tests, Dress Rehearsals, and will be formally documented as baseline performance.

2.5.9 Contractor shall provide a logistics specialist with a direct responsibility to maintain inventory, critical spares, replacement parts and material under the control of the selected contractor's responsibility. This individual position shall maintain warehouse inventory, issue

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and receipt of replacement parts, return to depot repairable cores, sponsor owned material, ground support equipment and other items required to support attachments 1 through 3.

2.6 PROCEDURE DEVELOPMENT AND TRAINING ON EQUIPMENT AND SYSTEMS.

2.6.1 The contractor shall prepare and deliver Integration & Test Procedures, Firing Day Procedures, System Operability Test (SOT) procedures, Mission Assurance implementation plans (MAIP) and other documentation. All required process controlled and or safety critical procedures shall be associated with a specific test event and compiled as specific by marking and identification features to insure singular correlation to the event. All documentation will be government marked and owned. CDRLs A017, A018, A019 and A020 shall apply.

2.7 TELEMETRY DATA COLLECTION, VERIFICATION, AND MAINTENANCE.

2.7.1 Contractor is responsible for all systems resident at WSMR and deployed in various locations for conduct of missions, this tasking will be intermittent at non-WSMR locations but systems shall be capable of verification at WSMR prior to deployment.

2.7.2 Contractor is responsible for the design, operation and maintenance of the telemetry and instrumentation systems onboard test assets on an occasional basis as directed by Technical Instruction, travel may be required for this task. This would be specifically to equip flight vehicles with specified on-board systems for the purpose of in-flight function and telemetered data grounds links. CDRL A028 shall apply.

2.8 ANTENNA FABRICATION, CHARACTERIZATION, AND VERIFICATION.

2.8.1 Contractor is responsible for antenna fabrication, characterization and verification for test articles to include S-Band, Upper S-Band, L-Band, Upper L-Band and C-Band wrap conformal and patch type antennas built to a government requirement.

2.8.2 Contractor is responsible for the fabrication, characterization and verification for the ground based systems and emitter/receiver used primarily in ground targets.

2.8.3 Contractor is responsible for creating and providing a verification plan and test report for all fabrications. CDRL A030 shall apply to 2.8.1 and 2.8.2.

2.9 EMITTER AND ELECTRONIC COUNTERMEASURES (ECM).

2.9.1 Contractor is responsible for Emitter and electronic countermeasures packages that are required on a case by case basis for ground based tests requiring "home on emission", performance in a countermeasures/jamming environment, GPS denial, spoofing on airborne and ground applications, this section will be directed by Technical Instruction on a case by case basis, travel may be required for this task. CDRL A028 shall apply.

2.10 TECHNICAL REVIEWS, TEST PLANNING, AND OPERATION CONDUCT, LAUNCH OPERATIONS, AND ORDNANCE OPERATIONS.

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2.10.1 *Firing Reports*

2.10.1.1 Contractor shall prepare and provide a Firing Report for all live fire tests. The report shall be submitted to NSWC DET WS within 20 working days of each test firing. The report is based on configuration data and final data reduction and verification results. This report includes configuration information, adaptations, test article and target track, missile initialization, missile uplink/downlink, target parameters, telemetry parameters, and tabulation of flight events, system timing with latency and critical bi-directional communications and data paths assessment. Performance anomalies are reported along with evidentiary conclusions. Data to support measurable support of conclusions shall accompany each functional area assessed. CDRLs A021 shall apply.

2.10.1.2 The contractor shall prepare a Firing Quick Look Report for live fire tests. The report is required within 24 hours nominally. It shall consist of the firing mission description, flight number, variant, and shall describe basic system performance evaluated against real-time and quick look data tied to and correlated to the mission objectives derived from the Scenario Certification, test plan, measures of performance and measures of effectiveness (MOP's and MOE's). CDRLs A022 shall apply.

2.10.1.3 The report shall include general system performance results and recommended follow-up actions if an issue with predicted performance to nominal results is indicated. The contractor shall report nominal performance but shall specifically focus on anomalies or divergence from predicted performance metrics. It shall make attribution notes directly to systems installed at launch area and indications of potential issues with systems in support not organic to the launch area. Report shall be subject to review by Senior Systems Engineer and associated subject matter experts prior to release and copy. Release shall be made subject to Senior Systems Engineer review to insure Government insight into system performance.

2.10.1.4 Contractor shall prepare and provide Plan of Action and Milestones (POA&M) in support of installation and testing activities. This documentation consists of lists or graphical representation of the planned work schedule in sufficient detail for measurement of progress and for identification of critical paths. The POA&M identifies key schedule and events associated with installation, development, and testing. CDRL A023 shall apply.

2.10.2 *Ordnance Operations*

2.10.2.1 The contractor shall provide ordnance qualified personnel to augment NSWC DET WS personnel in performing missile/gun munitions operations to include handling, transportation, assembly, launcher load out and arming. Personnel are to be qualified in accordance with NAVSEA OP 5 and OPNAVINST 8020.14 instructions to perform team leader, team member, and safety observer functions. The contractor shall normally serve as part of an ordnance-qualified handling team comprised of Navy (military and civilian) and weapon prime contractor personnel. Work shall be performed primarily at the MAF and at launch and gun sites.

2.10.2.2 The contractor shall perform all ordnance operations strictly in accordance with

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NSWC DET WS approved Standard Operating Procedures (SOP). The contractor employee's shall be licensed for the operation of equipment such as overhead cranes and forklifts when required by specific task and SOP. Operation of Material Handling Equipment (MHE)/Ordnance Handling Equipment (OHE) and Weight Handling Equipment shall be in accordance with NAVSEA P-307 Management of Weight Handling equipment requirements.

2.10.2.3 Contractor shall be required to provide government with specific detail on MHE/OHE personnel qualifications and skillsets. It is anticipated that government will support a minimum of three off WSMR campaigns per year at both CONUS and OCONUS locations. CDRL A0024 shall apply.

2.10.3 *Technical Reviews.*

2.10.3.1 Contractor shall provide information to Mission Readiness Reviews, Test and Evaluation Coordination Group Meetings (TEWGS, TIMS etc.), Test Plan Reviews, Telemetry Working Group Meetings, Mission Control Panels and post-test data reviews.

2.10.3.2 The contractor shall provide prepared presentations or documents to these exchanges. Contractor shall provide final presentation materials at least 3 working days ahead prior to aid distribution and submittal to the organization for the COR for review and coordination purposes. Prior to 3 work days (WD's), nominally 7 days, Contractor shall provide a read ahead draft copy to the Government system's lead for formal acceptance of material content prior to any distribution. CDRL A025 shall apply.

2.10.3.3 Contractor shall prepare Technical Presentation Documentation in support of test and installation planning and reporting. This documentation provides information pertaining to system and equipment status, installation, operation, maintenance, and equipment systems readiness related to support efforts. This specific order will be at the discretion of the lead systems engineer and subject to a technical instruction for content. CDRL A026 shall apply.

2.10.4 *Test Planning*

2.10.4.1 Contractor shall support system(s) under test, test operations linked to the launch site operations, target preparations, ground support equipment and pre/post data analysis in support of range schedules and test plans. Specific details will be provided for system under test requirements nominally 90 days prior to test event and detail milestone events each requiring an explicit data plan. CDRL A027 shall apply.

The nominal timeline duration of this task shall be as follows:

Test-90 Days Government Identifies Requested Test and Data Requirement and Overall Schedule.

Test-60 Days Government Receives Contractor Plan to accomplish Equipment, locations and setup required to meet expected Events, Note this will be a series of events with expected start and completion dates and an overall detail master schedule.

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Test-55 Days Formal Authorization to Proceed

Test-55 Days Contractor Begins Effort to Support

Test-50 Days Tests for Record with Formal Data Deliveries

Test-40 Days Final configuration for live test with validating performance via SOTS

Test-40 Days to Test-30 Days System configuration maintenance in support of tests

Test-0 Days Live Use

Test +24 Hours Quick Look Report

Test +20 Days Final Report

Test +30 Days all Documentation archived and available

2.11 DATA COLLECTION, LIBRARY OPERATIONS, LOGISTICS, AND DISTRIBUTION.

2.11.1 Contractor shall perform data reduction and verification on a variety of data to assess the readiness and performance of fire control and launching systems.

2.11.2 Contractor shall prepare copies of real-time printouts, data CDs, and plots in accordance with externally generated flight test plans. Real-time printouts, data tapes, and plots shall be produced for link tests, beacon, telemetry tests, system readiness tests and other special tests. Data types include, but are not limited to, real-time recordings of system data, telemetry data, Aegis Fire Control System, WSMR Range Operations data and simulated data simulating/stimulating the system under test. Results include all raw and processed data collected in support of installation integration, validation testing and flight-testing. Data reduction media include printout plots, CDs, and/or Hard Drives.

2.11.3 Contractor shall provide all expendable resources such as disks, magnetic tapes, drives and computer paper as necessary to operate and maintain the timely submission of Data Products. Contractor shall be responsible for classified data, account for it and then issue it in accordance with the Data Management Plan (DMAP), refer to applicable documents section.

2.11.4 Contractor shall prepare and provide a Program Of Actions and Milestone based on the general time scale above. Detail shall be down to a 1 day increment and be resource loaded for Program Management and resource allocation. Preferred POA&M shall be delivered in Microsoft Project current version and presented as a Gant Chart rollup with detail to a critical path level. Individual tasks will be clearly identified with assumptions and linkages to determine necessary order of operations and predecessor requirements. CDRL A023 shall apply.

2.11.5 The contractor shall perform logistics services to include part inventory and maintenance and keep an up to-date and accurate maintenance and life cycle plan. The Integrated Logistic Support Plan (ILSP) shall ensure accurate maintenance and identification of spares. A yearly

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edition of the ILSP shall be published and recommendations made as to sparing and maintenance by replacement within 11 months of Contract award and every 12 months from the first delivery date. Particular attention shall be directed towards anticipating obsolescence and or vendor support end-of-life notices. The ILSP shall have a section added that lists all maintenance repair costs and/or replacement costs for any maintenance performed during the year; the required end result is a document providing a history that can be used to determine annual maintenance costs and critical items usage. CDRLs A009 shall apply.

3. APPLICABLE DOCUMENTS

- 3.1 Fire Control System Test and Maintenance Requirements Manual
- 3.2 NSWC DET WS – Configuration Management Plan for Desert Ship Combat System, dated June 13, 2012
- 3.3 Missile Defense Agency Mission Assurance Plan (MAIP) NSWC PHD Det. WS Dated latest revision
- 3.4 Inventory and Component Inventory Current Listing for ARAV and Sub-Orbital Vehicle Dated latest revision
- 3.5 Configuration Management Baseline Missile Assembly Facility Dated latest revision
- 3.6 Maintenance Requirements Periodicity and Calibration Space Electronics Model 3500
- 3.7 Rail Launcher Documentation Space Data Division of Orbital Science Corporation model 100-1
- 3.8 Critical spare list, LC-35W, LC-35N, LC-35E, LC-36, WC-50, L-531, Salinas Peak Dated
- 3.9 Certification Test Plan and System Operability Tests Procedure
- 3.10 Desert Ship Upgrade Systems Requirement Document, Maintenance and Modification Requirements
- 3.11 NAVSEA OP 5 Ammunition and Explosives Ashore
- 3.12 OPNAVINST 8020.14A
- 3.13 P-307 Requirements for Weight Handling Equipment
- 3.14 Vendor supplied systems
- 3.15 Contractor shall develop/support electrical and mechanical ICD's as available/required
- 3.16 NASA Flight Requirements Plan for LC-36 Launch 36.XXX (Terrier Black Brant, Terrier Improved Orion) Sample for support service, gases, ground support equipment, HVAC, vacuum, electrical.

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3.17 DoD Information Assurance Certification and Accreditation Process (DIACAP) DoD 8510.01.

3.18 Defense Federal Acquisition Regulation Supplement (DFARS) 252.239-7001 Information Assurance Contractor Training and Certification

3.19 DFARS 239.7102-3, Information Assurance Contractor Training and Certification DoD Instruction 8570.01-M, Information Assurance Workforce Improvement Program

4 IT-II – LIMITED PRIVILEGE, SENSITIVE INFORMATION ACCESS.

Contractor Fitness and Trustworthiness

In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual (Chapter 6, Section 6-6, Paragraphs 2b and 2c), Executive Order 13467 of June 30, 2008, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identify Verification Cards under HSPD-12 dated 31 July 2008, the contractor shall ensure that all individuals performing work on behalf of the government have a current, favorably adjudicated background investigation of the appropriate type to determine fitness to perform work on behalf of the government as a contractor employee, perform sensitive national security duties, or have access to classified information. A background investigation equivalent to the current Tier requirement and which is still in scope is acceptable.

Contractor employees who require access to classified information will be processed under the terms of the National Industrial Security Program (NISP) in alignment with the work requirements of the contract and security requirements on the applicable DD Form 254. Contractor employees who do not require access to classified information in performance of this contract but are assigned to sensitive national security duties, require access to sensitive information, or those that for other reasons require a fitness or trustworthiness determination shall be processed for the appropriate background investigation through the Naval Surface Warfare Center Port Hueneme Division (NSWC PHD) Personnel Security Office for a Non-NISP investigation. Point of contact is the Personnel Security Specialist, (805) 228-7196.

NSWC PHD Command Security Manager (CSM) shall be made aware of any contractor personnel who have an investigation with an action pending, eligibility has been administratively withdrawn or pending, withdrawal of interim clearance eligibility, eligibility of no determination made, or final denial or revocation of security clearance eligibility.

The contractor shall prepare a monthly personnel roster of individuals performing work on behalf of the government. The reporting period shall be within 30 calendar days after effective date of order. Subsequent reports shall be submitted monthly thereafter, not later than the 10th day of the reporting month.

5 APPENDIX – ACRONYMS & ABBREVIATIONS

AAW Anti-Air Warfare

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Aegis FCS	Aegis Fire control System
ALAS	Aegis Link Antenna System
AMP	Aegis Message Processor
ARDAS	Aegis Real-Time Data Analysis System
ASROC	Anti-Submarine Rocket
ATP	Aegis Time of Day Processor
C and D	Command and Decision
CAD	Computer Aided Design
CCB	Configuration Control Board
CCFT	Captive Carry Flight Test
CDRL	Contract Data Requirements List
CEC	Cooperative Engagement Capability
CEP	Cooperative Engagement Processor
CI	Configuration Item
CM	Configuration Management
CMP	Configuration Management Plan
Commo	Army communications support organization
COMSEC	Communications Security
COR	Contracting Officer's Representative
COTS	Commercial-Off-The-Shelf
CPC	Computer Programming Committee
CPRS	Computer Programming Requirements Specification
CR COTS	Commercial Refresh COTS
CWI	Continuous Wave Illuminator
DBMS	Data Base Management System
DMAP	Data Management and Analysis Products
DS	LLS-1 Desert Ship

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DS ³	Desert Ship Support Systems
DSSS	Desert Ship Support Systems
DREN	Defense Research and Engineering Network
ECM	Electronic Countermeasures
EOR	Engage on Remote
ER	Extended Range
ESSM	Evolved Sea Sparrow Missile
FCO	Fire Control Officer
FCS	Fire Control Station
FCT	Firing Coordination Team
FOS	Family of Systems
GFP	Government Furnished Property
GTV	Guidance Test Vehicle
GUI	Human and Computer Interface i.e. key board, screen displays
HERO	Hazards of Electromagnetic Radiation to Ordnance
HERP	Hazards of Electromagnetic Radiation to Personnel
HVAC	Heating Ventilation and Air Conditioning
ICD	Interface Control Document
IDS	Interface Design Specification
IDS	Intrusion Detection System
IFTS	Independent Flight Termination System
ILSP	Integrated Logistics Support Plan
IOM	Inert Operational Missile
IR	Infrared
IRIG	Inter-Range Instrumentation Group
ISSO	Information System Security Officer
IWS1	Aegis Program Office
IWS3A	STANDARD Missile Program Office

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IWS7D	NIFC-CA Program Office
LAC	Local Antenna Controller
LAN	Local Area Network
LBTS	Land Based Test Site
LC-35N	Launch Complex 35 North
LLS-1	Land Locked Ship (Desert Ship)
LM	Lockheed Martin
LMU	Land Mobile Unit - Part of CEC
MAF	Missile Assembly Facility
MCP	Mission Coordination Panel
MCTS	Missile Communications Test Set
MCU	Monitor Control Unit
MDI	Miss Distance Indicator
MR	Medium Range
MRR	Mission Readiness Review
MUS	Missile Uplink System
NAS	Network Attached Storage
NIFC-CA	Naval Integrated Fire Control - Counter Air
NMCI	Navy & Marine Corp Internet
NMSU	New Mexico State University
NSWC DET WS	Naval Surface Warfare Center White Sands Detachment
NTP	Network Time Protocol
OA	Open Architecture
OASM	Open Architecture System Monitoring
OIC	Officer In Charge
ONR	Office Of Naval Research
OTH	Over-the-Horizon
PAS	Precise Acquisition System

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PCN	Program Change Notices
PDS	Protected Distribution System
PHD	Port Hueneme Division
PIT	Platform IT
POA&M	Plan of Action and Milestones
RAC	Radar and Antenna Controller
RCS	Radar Cross Section
RF	Radio Frequency
ROSN	Remote Operations Support Network
RUP	Rational Unified Process
SCMP	System Control and Monitor Processor
SCN	System Change Notice
SDS	Software Design Specification
SME	Subject Matter Expert
SOP	Standard Operating Procedures
SOT	System Operability Test
SRD	Software Requirements Documents
SSAA	System Security Authorization Agreement
SSOP	Safety Standard Operating Procedures
SSP	Simulation/Stimulation Processor
SUT	System Under Test
T&E	Test and Evaluation
TCP	Test Coordination Panel
TEWG	Test and Evaluation Working Group
TIM	Technical Interchange Meeting
TSN	Technical Support Network
UHF	Ultra High Frequency
UCM	Unified Change Management

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UML	Unified Modeling Language
US	User Systems
VACSSIM	Virtual Aegis Combat System Simulation
VLS	Vertical Launching System - MK41
WAN	Wide Area Network
WC	Weapons Control
WC-50	West Center (West Center -50)
WSMR	White Sands Missile Range

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**HQ C-1-0008 ITEM(S) 7000-7400 - SUPPORT FOR ENGINEERING SERVICES
(NAVSEA) (JUN 1992)**

(a) The Contractor shall be reimbursed for its reasonable actual subsistence and transportation costs incurred in the performance of the related engineering services item(s) in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Overtime shall be performed as required by the using activity and to the extent authorized by the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(c) The maximum liability of the Government for each support item shall not exceed the estimated amount set forth in the Schedule. If, at any time, the Contractor has reason to believe that the costs it expects to incur in the performance of each support item in the next succeeding sixty (60) days, when added to all costs previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the costs to the Government for the full performance of each support item will be greater than or substantially less than the amount set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of such costs for the performance of said item. The Contracting Officer may, upon receipt of such notice or whenever the Contracting Officer considers it necessary, increase or further increase the total estimated amount for the performance of each support item. When and to the extent the estimated amount for a support item has been so increased, any amounts expended or incurred by the Contractor for performance in excess of the estimated amount therefor prior to the increase, shall be paid or reimbursed to the same extent as if expended or incurred after the increase.

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HQ C-2-0004 ACCESS TO THE VESSEL(S) (AT) (NAVSEA) (JAN 1983)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

HQ C-2-0005 ACCESS TO VESSELS BY NON U.S. CITIZENS (NAVSEA)(DEC 2005)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the

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Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other

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persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal (to be completed at time of award) dated (to be completed at time of award) in response to Solicitation N00024-16-R-3008.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALT II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in

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the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g.,

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where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should

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become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/over dimensional materials.

HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or

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maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with the provisions of the basic contract.

HQ D-1-0001 PACKAGING OF DATA (Applicable to CLINs 7075, 7175, 7275, 7375, and 7475)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 Dated 28 March 2013.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA)(SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: LAND AND SEA TEST DEPARTMENT, CODE T50

(Name of Individual Sponsor)

NSWC, PHD WSD

(Name of Requiring Activity)

WHITE SANDS MISSILE RANGE, NM 88002

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Section E: Inspection and Acceptance – Other Required Clauses

All provisions and clauses in SECTION E of the basic contract apply to this task order, unless otherwise specified.

CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-5 INSPECTION OF SERVICES - COST REIMBURSEMENT (APR 1984)

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (Applicable to CLINs 7075, 7175, 7275, 7375 and 7475)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s): Labor CLINs 7000-7475
ODCs CLINs 9000-9425

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000	8/1/2017 - 7/31/2018
7075	8/1/2017 - 7/31/2018
9000	8/1/2017 - 7/31/2018
9025	8/1/2017 - 7/31/2018

Section F: Delivery or Performance – Other Required Clauses

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

ITEM(S)	FROM - TO
7000, 7075, 9000, 9025	1 AUG 17 - 31 JUL 18
The periods of performance for the following Option Items are as follows:	
7100, 7175, 9100, 9125	1 AUG 18 - 31 JUL 19
7200, 7275, 9200, 9225	1 AUG 19 - 31 JUL 20
7300, 7375, 9300, 9325	1 AUG 20 - 31 JUL 21
7400, 7475, 9400, 9425	1 AUG 21 - 31 JUL 22

Services to be performed hereunder will be provided at the following potential locations:

Duty Locations*. WSMR Navy Headquarters (N-103), the Desert Ship Launch Complexes (LC-35 West/East and North), Missile Assembly Facility (MAF N-300), Targets and Target areas (LC-32, Rhodes Canyon, Pony Site, SULF Site, WSMR G10,G15,G20,G25, L-649, Denver, Rhodes and Pup Weapons Impact Test (WIT areas), Navy Gun System Test Sites (Pony Site, Vandal and Arthur Site, LC-35 East), Salinas Peak Radar Site Mk-74, WC-50 and various other WSMR areas for weapons, gun, target and emitter support. The balance of the White Sands' centered work will encompass the areas frequented by legacy testing over the 4000 square miles of WSMR. On occasion the use of off-range but geographically significant locations will be considered for future tests to include Ft. Wingate, NM, McGregor Range TX, Ft. Bliss TX; and the Northern Extension area. The specific premise of the local support shall be those areas within 300 miles of White Sands Missile Range, NM Main Post Area

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encompassing local bases and shared utilization of primary test range locations.

Travel locations. CONUS locations include but are not limited to: Alaska; Washington DC Area; Tucson, Arizona; Port Hueneme and Point Mugu, California; Camden, Arkansas; Pacific Missile Range Facility; Kwajalein; Hawaii (Kauai & Wake Island); and Wallops Island, Virginia. OCONUS locations include but are not limited to: Australia, Guam, Scotland, France, Greece, Turkey, Israel, and Norway.

* NOTE: Contractor personnel occupying Government spaces will be allowed rent-free office space. The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor will be responsible to provide equipment, hardware and software for administrative purposes i.e. Desktop Computers/Laptops for individual use and the software and appropriate licensing for administrative purposes such as Microsoft Office Professional and AutoCAD. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this task order, unless otherwise specified.

SYSTEM FOR AWARD MANAGEMENT (SAM) – The contractor must be registered in SAM in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor’s registration lapse.

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 BILLING INSTRUCTIONS OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

COST VOUCHER

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N63394
Admin DoDAAC	S0512A
Inspect By DoDAAC	Destination
Ship To Code	N61762
Ship From Code	N63394
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	Destination
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA724
Other DoDAAC(s)	N/A

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(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "SendAdditional Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer's Representative: **TBD**

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. KAREN DAWLEY at phone number (805)228-0921 or email karen.dawley@navy.mil.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

*

* To be completed by the contractor if the contractor's administration address is different.

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE (NAVSEA) (APR 2015)

TBD

NSWC PHD WSD

BUILDING 1438

WHITE SANDS MISSILE RANGE, NM 88002

TEL:

EMAIL: xxx@navy.mil

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

CONTRACTING OFFICER

NSWC PORT HUENEME DIVISION

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ATTN: NELSON NAILAT

4363 MISSILE WAY
PORT HUENEME, CA 93043
TEL: 805-228-0606
EMAIL: nelson.nailat@navy.mil

CONTRACT SPECIALIST

NSWC PORT HUENEME DIVISION

ATTN: MARI BECKLER

BUILDING 1438

WHITE SANDS MISSILE RANGE, NM 88002

TEL: 575-678-1158

EMAIL: mari.beckler@navy.mil

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC

INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal.

Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF.

No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

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Accounting Data

SLINID	PR Number	Amount
700001	130065552300001	240000.00
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004078344		
FUND DOC N4175617WR50215		
APPN: OMN FED: 09/30/2017 WCD:09/30/2017		
2410(a) statement:		
10 U.S.C.2410a authority is being invoked.		
900001	130065552300002	10000.00
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004078344		
FUND DOC N4175617WR50215		
APPN: OMN FED: 09/30/2017 WCD:09/30/2017		
2410(a) statement:		
10 U.S.C.2410a authority is being invoked.		
902501	130065552300003	50000.00
LLA :		
AA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004078344		
FUND DOC N4175617WR50215		
APPN: OMN FED: 09/30/2017 WCD:09/30/2017		
2410(a) statement:		
10 U.S.C.2410a authority is being invoked.		
BASE Funding 300000.00		
Cumulative Funding 300000.00		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
 - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
 - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **63168** for the base year, **90240** for Option Year 1, **110544** for Option Year 2, **133104** for Option Year 3, and **144384** for Option Year 4; including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

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Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **2082 hours** per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

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Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract

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performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) *TO BE DETERMINED

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
CLIN 7000	TBD	TBD	TBD
CLIN 7075	NSP	NSP	TBD
CLIN 7100	TBD	TBD	TBD
CLIN 7175	NSP	NSP	TBD
CLIN 7200	TBD	TBD	TBD
CLIN 7275	NSP	NSP	TBD
CLIN 7300	TBD	TBD	TBD
CLIN 7375	NSP	NSP	TBD
CLIN 7400	TBD	TBD	TBD
CLIN 7475	NSP	NSP	TBD
CLIN 9000	TBD	N/A	TBD
CLIN 9025	TBD	N/A	TBD
CLIN 9100	TBD	N/A	TBD
CLIN 9125	TBD	N/A	TBD
CLIN 9200	TBD	N/A	TBD
CLIN 9225	TBD	N/A	TBD
CLIN 9300	TBD	N/A	TBD
CLIN 9325	TBD	N/A	TBD
CLIN 9400	TBD	N/A	TBD
CLIN 9425	TBD	N/A	TBD

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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 2015)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a

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change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (APR 2015)

The Government will provide only that property identified in Attachment 10 to Section J notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for use in the performance of this contract.

1.0 NSWC PHD SPECIAL REQUIREMENTS

1.10 Safety and Environmental Protection

1.11 Safety

1.11a Contractor personnel shall comply with all applicable Department of Defense (DoD), Department of Navy (DoN), Department of Army (DA), Occupational Safety and Health Administration (OSHA), NAVSEA, Naval Base Ventura County (NBVC), local White Sands Missile Range (WSMR) installation, Naval Surface Warfare Center, Port Hueneme Division and Naval Surface Warfare Center, Port Hueneme Division, White Sands Detachment (NSWC PHD WSD) safety instructions, policies, procedures and guidance while on Government property at main, remote sites or travel destinations. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the Contracting Officer's Representative (COR) in any case where ambiguity or confusion may arise.

1.11b Contractor personnel shall immediately report all unsafe working conditions to a responsible Government employee.

1.11c The contractor shall immediately notify the COR of any serious contractor

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personnel injuries or deaths sustained in the performance of this requirement. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day. Notification shall be made by any practical, reliable means available to the contractor. If the COR is not available, the contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The contractor shall cooperate with all official investigations of injuries and deaths. However, nothing in this paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

1.11d Contractor shall provide all Personnel Protective Equipment (PPE) and required safety training to contractor personnel.

1.11e Contactor must adhere to the System Safety Plan in accordance with MIL-STD-882.

1.11f The following ordnance qualifications are required as per OPNAVINST 8023.24C, Enclosure (2), paragraph 10 and all sub-paragraphs.

1.12 Environmental Protection and Compliance

1.12a The contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, DA, NAVSEA, NBVC, WSMR, NSWC PHD and NSWC PHD WSD instructions, policies, procedures and guidance pertaining to Environmental Compliance and Conformance, including the procurement, handling, storage, transfer, use and disposal of hazardous material (HAZMAT) and Hazardous Waste (HAZWASTE).

1.12b If handling of HAZMAT and HAZWASTE is required for the completion of the work in this requirement, the contractor shall contact the NSWC PHD Environmental Office or Department Environmental Coordinator not less than 1 week prior to commencing such work to ensure compliance with the latest procedures, including those for handling potential spills and maintaining appropriate Safety Data Sheets (SDS).

1.12c No HAZMAT and HAZWASTE shall be brought onto Government-owned and -leased property unless such material is necessary for the completion of this requirement, is accompanied by a current SDS provided to NSWC PHD Environmental Office for review, and is handled by properly trained and certified personnel, as applicable.

1.12d All HAZWASTE generated by the contractor during the performance of this requirement shall be the responsibility of the contractor to dispose of in accordance with applicable Federal, State and local laws, regulations and instructions.

1.12e The contractor shall identify to the COR not less than 3 weeks prior to the start of work involving HAZMAT and HAZWASTE a qualified HAZMAT Coordinator who will monitor contractor storage, transfer, handling, use and disposal of HAZMAT and HAZWASTE on Government-owned and -leased property. The contractor shall also maintain an Authorized Use List and Inventory and associated SDSs, and shall notify the NSWC PHD Environmental Office of the location of where the HAZMAT is stored. The contractor shall request clarification of HAZMAT and HAZWASTE procedures and guidance from the Government Environmental Coordinator in any case where ambiguity or confusion may arise.

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1.12f The contractor shall identify to the COR when any work under this requirement is determined or discovered to impact the protection of endangered plant or animal species, environmentally-sensitive areas, or historically or culturally significant areas or artifacts prior to commencing such work.

1.12g Contractors working on behalf of the government will adhere to the current Environmental Policy and Environmental Management System (EMS) requirements while performing services on White Sands Missile Range. The contractor representative shall identify personnel whose roles, responsibilities and activities may impact the environment and shall demonstrate that these personnel receive EMS awareness training via WSMR's current EMS brochure or equivalent training within 30 days of receiving notice to proceed. The list of personnel who receive awareness training shall be provided to the Contracting Officer's Representative and the EMS Manager. Per WSMR Guidance Memorandum, dated 24 Aug 2010.

1.20 Hours of Operation and Location of Work

1.21 The standard hours of operation for the NSWC PHD WSD and for other sites at which this requirement normally will be performed are shown in paragraph (1.21a) below.

1.21a The standard hours of operation for site personnel are 0700-1700 Mountain Time, Monday-Friday. The standard hours of operation for remote site and travel destination work places are determined locally and may vary.

1.22 Contractor personnel on Federal holidays shall work at the contractor facility or such other non-Government facility as may be determined by the contractor as appropriate for the conduct of the work under this task order.

1.23 Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.

1.24 Extraordinary Leave Days and Excused Leave for Government Personnel

1.24a If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel.

1.24b If the contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance their company policies or any collective bargaining agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.

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1.24c If the use of alternative facilities will raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the contractor shall first notify the contracting officer and request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the contracting officer.

1.24d If administrative leave is granted to Government personnel at or near the end of normal work days adjacent to Federal holidays, weekends, other special days, or as part of special events or observances, the provisions of paragraphs (1.34a) through (1.34c) above shall apply to contractors. Administrative leave is normally granted to Government personnel in the form of 59 minutes of excused absence from the work place per instance.

1.24e Estimated Extraordinary Leave and Excused Leave. For information purposes only, the granting of one extraordinary leave day per year is typical, normally adjacent to the Christmas Holiday, and instances of granting 59 minutes of administrative leave to Government personnel typically occurs two to three times per year.

1.25 Location of Work. The Government shall provide the contractor workspace for performance of the task at WSMR Navy Headquarters (N-103), the Desert Ship Launch Complexes (LC-35 West/East and North), Missile Assembly Facility (MAF N-300), and such other locations within the WSMR area of operations as required by the location of the work. The remainder of the work shall be performed at the contractor facility and at the travel destinations. The contractor shall have the capability of maintaining storage of classified materials up to SECRET. The contractor must conform to Government requirements for the generation, handling, transmission and storage of classified material, including electronic information.

1.26 Government Facilities Access. The Government shall provide access to facilities listed in the paragraph (1.25) above, for use by the contractor in the performance of this procurement.

1.30 Emergency Operations

1.31 In the event normal access to any part of WSMR or any other Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor. The contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If Government facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of

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contracted work.

1.32 When contractor personnel cannot access Government facilities for reasons described in paragraph (1.31) above, contractor personnel shall continue performing the requirement of this effort at the contractor facility or one or more alternative locations unless such performance is impossible due to safety, security, technical and cost considerations.

1.32a If the use of alternative facilities will raise the costs of performing the requirement beyond the prices already contracted with the Government, the contractor shall first notify the contracting officer and request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities for emergency operations without such advance authorization from the contracting officer.

1.32b If the use of alternative facilities is not possible for safety, security, technical and cost reasons, the contractor or subcontractors may at their discretion grant paid or unpaid leave to its affected employees in accordance with their company policies and any collective bargaining agreement (CBA) that may apply. Whether contract payments will be made for time not worked will depend upon the terms and conditions of this contract, including the pricing mechanisms contained within the contract.

1.33a Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs [1.33b(1)] through [1.33b(3)] below. Provision of this information by the contractor and by contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this requirement.

1.33a(1) Cooperation with emergency personnel in rescue and recovery efforts.

1.33a(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

1.33a(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

1.33c NMCARS 5237.102-90 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA). The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil> . Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

1.40 Points of Contact, Maps and Facility Drawings.

1.41 Points of Contact. See Section G.

1.42 Maps and Facility Drawings. For reasons of security and force protection, maps and facility drawings may be provided by the Government only to contractors making written requests for such information. Requests shall be addressed to the COR after receipt of order. The Government retains the right to deny any and all such requests.

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1.50 Emergent Travel. Emergent travel shall be coordinated with the COR prior to travel. The contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

1.60 Prioritization

1.61 Monthly meetings will be held between the COR and the contractor to prioritize the technical requirements, review progress, and track billing and invoices.

1.70 Provision of Support in Foreign Jurisdictions

1.71 FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the paragraphs of this SOW, the contractor shall ensure all FMS services and products delivered be in support of specific FMS cases to be identified in consultation with the technical code and the COR.

1.72 Status of Forces Considerations. When providing support under this SOW within foreign national jurisdictions, whether for FMS or USN tasking, the contractor shall comply with the requirements of paragraphs (1.21a) through (1.72d) below.

1.72a Definitions. Paragraphs [1.72a(1)] through [1.72a(3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

1.72a(1) For the purposes of paragraphs (1.72b) through (1.72d) below, the phrase “immediate United States jurisdiction” shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other territory, edifice or conveyance over which the United States exercises national sovereignty.

1.72a(2) For the purposes of paragraphs (1.72b) through (1.72d) below, the phrase “foreign national jurisdiction” shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

1.72a(3) The term “Status of Forces Agreement” (SOFA) shall, for the purposes of this SOW, include not only actual Status of Forces Agreements (SOFAs) but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting contractors are allowed to operate within foreign territory or national jurisdiction and which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

1.72b The contractor shall ensure that all support provided at any location

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outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

1.72c Where support under this effort is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

1.72d Nothing in the (1.72) series paragraphs shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

1.72e Unless specifically required by the terms of a particular SOFA, or unless required by other US law, instruction or policy, the Government will not provide legal representation abroad to contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

1.72f The contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the contractor at the time of the report:

- 1.72f(1) Name(s) of contractor personnel involved.
- 1.72f(2) Name(s) of US Government personnel involved, if any.
- 1.72f(3) Whether foreign nationals were involved and their names and nationalities, if known.
- 1.72f(4) Whether US or foreign law enforcement personnel were involved.
- 1.72f(5) Whether US citizens or foreign nationals were injured or killed.
- 1.72f(6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.
- 1.72f(7) Whether any local US military command was notified of the incident and by whom.
- 1.72f(8) Whether the contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.
- 1.72f(9) Brief description of incident to include date(s), time(s), and location(s), as

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applicable.

1.72f(10) What action, if any, the contractor has taken to dispose of the incident.

1.72g These reports are for information only and nothing shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

2.00 MANDATORY GUIDANCE

2.10 Following guidance is mandatory for work carried out under this procurement and will be provided as an attachment at contract award. Guidance in this paragraph is in addition to, not in lieu of, other mandatory guidance in this requirement. If revisions to these guidance documents are published during the period of performance of this requirement, including option periods, if exercised, the revised versions shall become mandatory guidance in lieu of the versions here cited:

2.10a NAVSEA Technical Specification 9090.310(Series), "Alterations to Ships Accomplished by Alteration Installation Teams." This guidance shall apply to all shipboard alteration installations and modernization planning and execution carried out in accordance with any and all parts of this requirement that involve such work.

2.10b Director of Central Intelligence Directive (DCID) 1/7, "Security Controls on the Dissemination of Intelligence Information," Section 6.0 to 15.0, pp. 4-11

2.10c DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)

2.10d 29 CFR 1910.120 Hazardous Waste Operations Response

2.10e 29 CFR 1910.1200(h)(2) OSHA HAZCOMM

2.10f 49 CFR 172.704(a) Transportation of Hazardous Materials

2.10g RCRA 40 CFR 262.34(d)(5)(iii) Hazardous Waste Handling

2.10h National Association of Corrosion Engineers (NACE)

2.10i Occupational Safety and Health Administration (OSHA)

2.10j 29 CFR 1910.120 (q)(6)(iii) Hazardous Materials Technician

2.10k 29 CFR 1910.1200(h)(2) OSHA HAZCOMM

2.10l RCRA 40 CFR 262.34(d)(5)(iii) Hazardous Waste Handling

2.10m Steel Structures Painting Council, Volume 2, Systems and Specifications, SSPC-PA-2.

2.10n CFR Part 63 National Emission Standards for Hazardous Air Pollutants for Shipbuilding and Ship Repair.

2.10o Energy Control (LOTO) Program (29 CFR 1910.147

2.10p Fall Protection Program (29 CFR 1910, 20 CFR 1926.500)

2.10q Personal Protective Equipment (29 CFR 1910.132)

2.10r Life Safety Code (NFPA 101)

2.10s Hazard Abatement Program (OPNAV INSTRUCTION 5100.23)

2.10t Environmental Readiness Program Manual (OPNAV INSTRUCTIONS 5090.1)

2.10u WSMR Hazard Communication Program Handbook

2.10v WSMR Environmental Compliance Handbook

2.10w Ordnance Qualifications (OPNAVINST 8023.24C, Enclosure (2), paragraph

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10 and all subparagraphs)

2.20 Advisory Guidance. Following guidance is advisory for work carried out under this procurement. Guidance in this section is in addition to, not in lieu of, other advisory guidance per NAVSEA Technical Specification 9090-310F and PHDNSWCINST 4355.3C.

3.00 GENERAL DELIVERABLES

3.10a Classified deliverables, if required by this procurement, shall be processed and handled in accordance with the attached Department of Defense Security Classification Specification, DD Form 254; in all cases wherein the provisions of Section C of this procurement are in disagreement with the Department of Defense Security Classification Specification, DD Form 254, the latter document shall be authoritative.

3.10b Monthly Status Reports. Report shall include technical accomplishments and expenditures (labor hours, travel, and material) and a list of personnel working the task order by paragraph. The Contractor shall monitor all expenditures and provide to the COR on a monthly basis the spending plan and execution status from start of the task order through the end of the task order to the task order. Provide a chart showing the current financial expenditures, the projected expenditures through the remainder of the period of performance, the funded level, and the ceiling of the Task Order. The report shall be provided to the COR.

3.10c On-Site Reports.

3.10c(1) Monthly On-Site Personnel Gain-Loss Report of contractor personnel assigned to desks, work stations and seats in any or all NSWC PHD WSD buildings, including temporary buildings, highlighting gains and losses and including physical location (building), telephone number and Land and Sea Test Department branch-level organizational code supported.

3.10c(2) The contractor shall ensure that their personnel comply with all applicable Security requirements pertaining to access to any Government facilities, to include proper check-in and check-out procedures of all contractor personnel. The contractor is responsible for ensuring the return of any base passes, identification cards, and Common Access Cards (CACs) issued their employees to NFLEC Security upon contractor employee separation or the termination of this SeaPort-e task order; report of the return of the CAC to Security shall be made in writing to the COR no later than two business days after the separation of the contractor employee or termination of this contract or SeaPort-e task order. This report may be made by electronic mail.

3.10d Emergency Muster Reports. See paragraph (1.42).

4.00 SECURITY

4.01 Contents. The (4.00) series paragraphs are organized as shown below.

Paragraph (4.01) – Contents

Paragraph (4.10) – Security Requirements Specification

Paragraph (4.15) – Security Clearances

Paragraph (4.20) – General Security Procedures

Paragraph (4.30) – Information Protection

Paragraph (4.40) – (Not Used)

Paragraph (4.50) – (Not Used)

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Paragraph (4.60) – (Not Used)
Paragraph (4.70) – (Not Used)
Paragraph (4.80) – Emergency Action Plans (EAPs)
Paragraph (4.90) – Training Requirements

4.10 Security Requirements Specification

See DD254.

4.15 Security Clearances.

4.15a Performance on this effort requires contractor employee access to classified information up to and including SECRET. Contractor personnel who require access to classified information shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Contractor personnel who do not require access to classified information but who require access to sensitive information or government IT systems shall be vetted in accordance with SOW Para 4.

4.15b A list of personnel and their security clearances on file shall be delivered to the COR following award and shall be updated with the monthly personnel listing deliverable.

4.20 General Security Procedures

4.21 Contractor personnel shall comply with all DoD, DoN, DA, NAVSEA, NBVC, NSWC, local installation security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at any Government facility, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities. The provisions of paragraph (4.25) below apply to check-out procedures.

4.22 Classified materials shall be handled in accordance with applicable security guides. In no case shall classified data and material be allowed to enter a foreign postal system.

4.23 Common Access Cards (CACs)

4.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued to their employees to NSWC PHD WSD Security upon contractor employee separation, the expiration of this procurement and the termination of this procurement as required in paragraph (4.24) below.

4.23b CACs will normally be issued only to individual contractor personnel who are assigned to this requirement and who meet at least one of the three following criteria:

4.23b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more. Note that CACs will not be issued to contractor personnel merely to allow convenient access to any Government location as an alternative to securing daily base passes or participating in the RAPIDGate program.

4.23b(2) The individual requires both physical access to a DoD facility and access, via

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logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

4.23b(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

4.23c The contractor is responsible for ensuring its personnel meet all Government requirements for CAC issuance.

4.24 Government Facilities. The provisions of paragraph (1.32) above apply to contractor personnel working at Government facilities.

4.25 Rescission of Access to Government Facilities

4.25a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by contractor personnel to Government facilities at any and all times and without presenting reason.

4.25b In each instance when contractor employees depart NSWC PHD WSD at the end of their employment with the company or firm, at the end of the Period of Performance (PoP) of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

4.25b(1) Government-owned keys to desks, offices, etc.

4.25b(2) Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis

4.25b(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

4.25b(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis

4.25b(5) GFE and GFI, with special attention to IT equipment, CI, and CPI

4.25b(6) Courier pass, if issued to the departing employee

4.25c In executing the provisions of paragraph (4.24b) above, the contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the contractor employee to surrender these items at the NSWC PHD WSD Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current NSWC PHD WSD Security instructions appropriate to the circumstances.

4.26 Emergency Operations. The provisions of paragraph (1.40) above apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

4.27 Isolated Personnel Reporting. Contractor personnel traveling to the Area of Responsibility (AOR) of the United States Pacific Command (PACOM) and other Unified Combatant Commands (UCCs), excepting US territory, shall complete an Isolated Personnel Report (ISOPREP) or other similar document specified by the UCC when required as a precondition to entering the AOR on official business under this requirement.

4.30 Information Protection

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4.31 Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information technology networks.

4.32 Contractor personnel occupying any Government facilities, and contractor personnel who routinely visit any Government facilities, may, at the Government's discretion, be required as a condition of access to said facilities to sign a Certificate of Non-Disclosure (CND), also referred to as a Non-Disclosure Agreement (NDA), using an SF312, to protect classified and unclassified Government financial and other business sensitive information they may become aware of through proximity to Government personnel, information and spaces. Contractor personnel may, at the Government's discretion, be required to sign a CND (or NDA) to protect financial and other proprietary information pertaining to other contractors if the completion of the tasking in this SOW necessitates access to such information. If required, the COR shall issue CNDs/NDAs to the contractor, who will return signed CNDs/NDAs to the COR within three business days. The provisions of Section H of this procurement pertaining to Non-Disclosure Statements, CNDs and NDAs apply.

4.40 (Not Used)

4.50 (Not Used)

4.60 (Not Used)

4.70 (Not Used)

4.80 Emergency Action Plans (EAPs)

4.81 Contractors storing classified documentation and classified equipment at their facilities in accordance with tasking in this requirement shall develop and maintain an Emergency Action Plan (EAP) as required by the Defense Security Service (DSS). The EAP shall adequately address the actions to be taken to protect said materials from loss and compromise in the event of natural disaster, civil unrest, enemy action, terrorist attack, criminal activity, and any other natural or man-made event that threatens the security of classified materials located at the contractor's facility.

4.82 When a natural or man-made event raises the possibility of compromise of said classified materials at the contractor facility, the contractor shall execute their EAP and immediately notify the COR of the actions being taken. The notification may be by telephone, e-mail or in person, taking care not to transmit classified information in a non-secure manner. If the COR is not available, notification shall be made to the contracting officer. If the nature of the emergency precludes immediate notification, the contractor shall make such notification as soon as possible after executing the EAP.

4.83 The contractor shall provide a review copy of their EAP to the COR within 15 calendar days after receipt of order. The Government reserves the right to require revisions to the EAP to ensure alignment with Government requirements.

4.90 Training Requirements

4.91 The contractor shall comply with all of the security requirements outlined and referenced in the Department of Defense Contract Security Classification Specification, DD Form 254 and its attachments.

4.92 The contractor shall require all prime contractor and subcontractor personnel performing this requirement to successfully complete the following training at the

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frequency listed in paragraphs 4.92a and 4.92b below and maintain currency of training for the duration of the Period of Performance. The contractor shall require the certifications and/or licenses listed for the applicable employees in paragraph 4.92c. These certifications and/or licenses must be maintained over the life of the contract.

4.92a Basic Training Specified of All Requirements

TRAINING	FREQUENCY
Mandatory Training	Frequency
Antiterrorism Training	<i>Annual</i>
Information Assurance Training	<i>Annual</i>
Counterintelligence Awareness	<i>Annual</i>
Physical Security	<i>Annual</i>
Operations Security (OPSEC)	<i>Annual</i>
Privacy Act and Personally Identifiable Information (PII)	<i>Annual</i>
Records Management	<i>Annual</i>
Controlled Unclassified Information	<i>Annual</i>
Cybersecurity 101	<i>One-time</i>
Onboarding	<i>One-time</i>

4.92b Specialized Training Required for this Requirement

TRAINING	FREQUENCY
Anti-Terrorist Force Protection	Once per calendar year
Foreign Counterintelligence Training	Once per fiscal year
NATO In-brief	Once at Receipt of Order
NATO Out-brief	Once at end of procurement
29 FR 1910.120 (q)(6)(iii) HAZMAT Tech	Once per fiscal year
29 FR 1910.1200(h)(2) OSHA HAZCOMM	Once per fiscal
year	
RCRA 40 CFR 262.34(d)(5)(iii) HAZWASTE Handling	Once per fiscal year
49 CFR 172.704(a) Transportation of HAZMAT	Once per fiscal year

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NSWC PHD SPY Array Resurfacing	Once per fiscal year
Familiarization Course	
NACE, or Society for Protective Coatings (SSPC)	Once per fiscal year
Coating Inspector Program (CIP) Level Two (2)	Once per fiscal year
or higher	
Fire Safety	Once per fiscal year
NNPI/NOFORN	Once per fiscal year
Operational Risk Management	Once per fiscal year

4.92c **CERTIFICATIONS/LICENSES**

Electrician must be licenses by the State of New Mexico.

4.92d The training requirements specified in paragraphs (4.92a) and (4.92b) above shall apply once to each contractor employee per course per period (“FREQUENCY”) regardless of the number of PHD NSWC procurements to which the individual contractor employee is assigned. Completion of each training requirement for one PHD NSWC procurement shall meet the training requirements for all PHD NSWC procurements within the period specified (“FREQUENCY”).

4.93 The contractor shall maintain a list of personnel who have completed the training specified in paragraph (4.92) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to contractor’s personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more PHD NSWC procurements need complete this training only once per stated period and it shall be applicable to all current PHD NSWC procurements. See paragraph (4.92c) above. However, completion of such training shall be certified individually for each PHD NSWC procurement with this training requirement.

5. SAVINGS INITIATIVES

(a) The following cost savings initiatives are required under this Task Order.

- (1) Annual Labor Escalation: **(To be completed by the Offeror) %**;
- (2) Maximum Pass-Thru Rate: **(To be completed by the Offeror) %**
- (3) Maximum Fee rates than those reflected in the solicitation: **(To be completed by the Offeror) %**
- (4) Other: **(To be completed by the Offeror) %**

(b) The Government also strongly encourages the prime Contractor to eliminate “double pass-thru” costs by

avoiding second tier subcontractors/consultants during performance and where this situation is

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unavoidable, limiting

Subcontractor pass-thru costs to the lower of:

- (1) The prime Contractor's pass-thru rate under this order or;
- (2) The Subcontractor's SeaPort-e pass-thru rate where the Subcontractor is also a prime Contractor under SeaPort-e.

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SECTION I CONTRACT CLAUSES

52.203-17	Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights	APR 2014
52.204-2	Security Requirements.	AUG 1996
52.204-21	Basic Safeguarding of Covered Contractor Information Systems.	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition On Contracting With Inverted Domestic Corporations	DEC 2014
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.222-19	Child Labor – Cooperation with Authorities And Remedies	JAN 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combatting Trafficking in Persons	MAR 2015
52.222-55	Establishing a Minimum Wage for Contractors	DEC 2014
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management	MAY 2011
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003

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52.232-22	Limitation Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity of Services	JAN 1991
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.237-10	Identification of Uncompensated Overtime.	MAR 2015
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.244-2	Subcontracts	OCT 2010
52.244-2 Alt I	Subcontracts (Alternate I)	JUN 2007
52.245-1	Government Property	APR 2012
52.245-1 Alt I	Government Property (Apr 2012) Alternate I	APR 2012
52.245-9	Use And Charges	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	JAN 2015
252.204-7000	Disclosure of Information	AUG 2013
252.204-7005	Oral Attestation Of Security Responsibilities	NOV 2001
252.204-7008	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014

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252.204-7012	Safeguarding of Unclassified Controlled Technical Information	DEC 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.223-7002	Safety Precautions for Ammunition and Explosives	MAY 1994
252.223-7003	Change in Place of Performance – Ammunition and Explosives	DEC 1991
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.227-7017	Identification and Assertion of Use, Release and Disclosure Restrictions	JAN 2011
252.232-7010	Levies on Contract Payments	DEC 2006
252.225-7048	Export Controlled Items	JUN 2013
252.227-7013	Rights in Technical Data – Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software & Noncommercial Computer Software Documentation	FEB 2014
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	
252.247-7023	Transportation of Supplies by Sea	APR 2014

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)
(SEP 2009)

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The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

OPTION 1 - CLIN 7100-7125 & 9100-9125 No later than 12 months after the TO Award date.
 OPTION 2 - CLIN 7200-7225 & 9200-9225 No later than 24 months after the TO Award date.
 OPTION 3 - CLIN 7300-7325 & 9300-9325 No later than 36 months after the TO Award date.
 OPTION 4 - CLIN 7400-7425 & 9400-9425 No later than 48 months after the TO Award date.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed authorized amount in the applicable Technical Instruction (TI) or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Wage Determination 2015-5447, Rev 1

Attachment 3 - Quality Assurance Surveillance Plan (QASP)

Exhibit A - CDRLs